



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Master Agreement and Task Order No. 1 of the Harney Lane Widening Project with Mark Thomas and Company, Inc., of Sacramento (\$410,394); Appropriating Funds (\$500,000); and Authorizing City Manager to Execute Cooperative Agreement with San Joaquin Council of Governments for Funding of Task Order No. 1 and Associated Staff Costs

MEETING DATE: July 2, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Master Agreement and Task Order No. 1 of the Harney Lane Widening Project with Mark Thomas and Company, Inc., of Sacramento, in the amount of \$410,394; appropriating funds (\$500,000) as shown below; and authorizing the City Manager to execute a cooperative agreement with San Joaquin Council of Governments for funding of Task Order No. 1 and associated staff costs.

BACKGROUND INFORMATION: Recently-completed traffic studies for the Westside, Southwest Gateway and Reynolds Ranch annexations identify the requirement to widen Harney Lane to accommodate the increase in traffic as anticipated in the General Plan. City staff has completed preliminary geometric studies and conceptual designs for the widening of Harney Lane from a two-lane urban collector to a four-lane divided arterial. These documents provide a framework but not the final plan for the consultant to prepare a Specific Plan Report, including an appropriate transition from four lanes at Lower Sacramento Road, west to the General Plan boundary, and the existing two-lane road in the County.

Under Task Order No. 1, the consultant will provide alternative designs for Harney Lane from ½-mile west of Lower Sacramento Road to Stockton Street (Exhibit A) based on the traffic volume data, geometrics, and existing right-of-way and will present these alternatives to the City Council. Field surveys will be performed to facilitate preparation of accurate alternatives. The consultant will produce site-specific studies for problem areas, specifically for the right-of-way in the vicinity of the Lower Sacramento Road and Harney Lane intersection. The final work product will be a Specific Plan including a written report and plans to widen Harney Lane for approval by the City Council. These documents will establish policy relative to future right-of-way dedication by new developments and access provisions along the route.

Stakeholder meetings will be held to obtain public input on the roadway designs. The meetings will allow the consultant to develop recommendations as to the preferred alternative. In the final Specific Plan Report, the consultant will recommend the preferred alternative, identify the right-of-way acquisition and property modifications at each parcel, and estimate the associated costs. The final Specific Plan Report will be the subject of a public hearing prior to approval by the City Council.

APPROVED: _____
Blair King, City Manager

Adopt Resolution Authorizing City Manager to Execute Master Agreement and Task Order No. 1 of the Harney Lane Widening Project with Mark Thomas and Company, Inc., of Sacramento (\$410,394); Appropriating Funds (\$500,000); and Authorizing City Manager to Execute Cooperative Agreement with San Joaquin Council of Governments for Funding of Task Order No. 1 and Associated Staff Costs
July 2, 2008
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Council approved the Request for Proposal (RFP) for the Harney Lane Specific Plan project on February 6, 2008. On April 21, 2008, the City received six RFP's for the project from the following consultants: Mark Thomas and Company, Inc. (Sacramento); David Evans and Associates (Stockton); McKay & Soms (Pleasanton); HDR (Folsom); Carlson, Barbee & Gibson, Inc. (Lathrop); and Jacob Carter Burgess (Sacramento). The RFP's were reviewed and ranked based on the consultant's understanding of the project, experience, team make-up, and the presentation quality of the proposals. Staff unanimously selected Mark Thomas and Company, Inc., (MTCO), of Sacramento, as the most qualified consultant for the project. As specified in the RFP, MTCO may be retained by the City after the completion of Task Order No. 1 for the preparation of plans and specifications for various phases of the Harney Lane Widening project. These ongoing services will be authorized by subsequent Task Orders.

Staff recommends that the Council authorize the City Manager to execute a Master Agreement and Task Order No. 1 with MTCO in the amount of \$410,394 and appropriate \$500,000 to cover the task order and the associated City staff costs. In addition, staff recommends that the Council authorize the City Manager to execute a cooperative agreement with San Joaquin Council of Governments (COG) for the funding of Task Order No. 1 and the associated staff costs.

FISCAL IMPACT: There will be no fiscal impact for this phase of the project.

FUNDING AVAILABLE:	Requested Appropriation:	Measure K (\$500,000)
	Project Estimate:	\$500,000

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

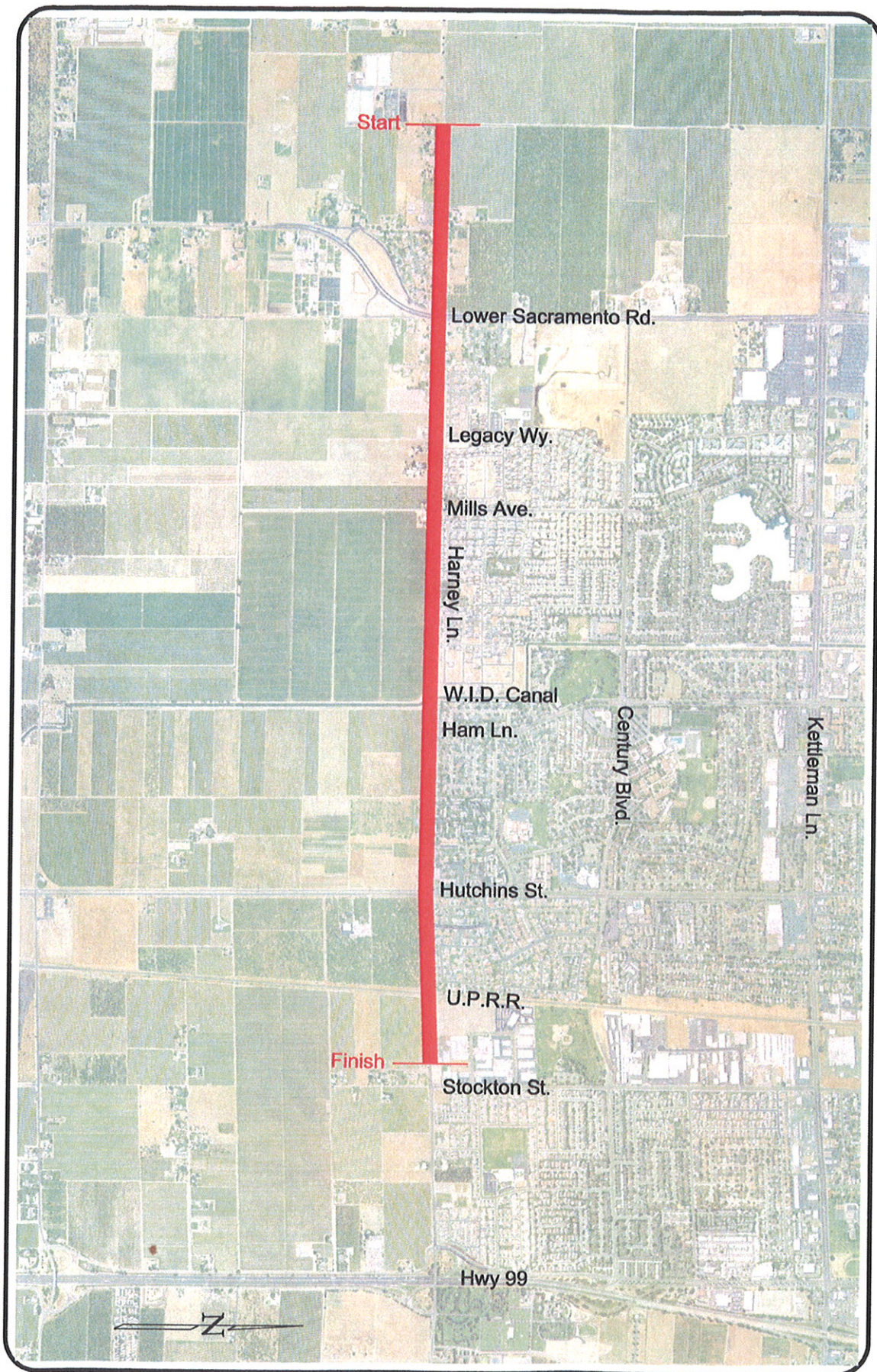
Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: City Attorney
Purchasing Officer
Junior Engineer
Transit Manager
Mark Thomas & Company, Inc.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A - Harney Lane
1/2 Mile West of Lower Sacramento Rd to
540 Feet West of Stockton Street



**TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LODI
AND
MARK THOMAS & COMPANY, INC.**

THIS TASK ORDER AGREEMENT, hereinafter referred to as "Agreement," made and entered into on this _____ day of July 2008, by and between the City of Lodi, a municipal corporation, hereinafter referred to as "Client," and Mark Thomas & Company, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Client is proceeding with the Harney Lane Widening Project that requires the services of a consultant;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to accomplish such work as may be requested by Client; and

WHEREAS, Consultant acknowledges that it is qualified to perform the scope of services required under this Agreement.

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Services provided shall be as described in written task orders made pursuant to and referencing this Agreement, but in general shall include engineering services.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in separate written task orders signed by Client and Consultant. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically described in each task order.

III. TIME FOR COMPLETION

The time for completion of work shall be as identified in each task order issued pursuant to this Agreement.

IV. COMPENSATION

For services to be performed by Consultant, as described in each task order, Client agrees to pay, and Consultant agrees to accept, compensation as identified in each task order. Consultant shall invoice Client on a time and materials cost basis for services provided under this Agreement in accordance with the Billing Rate Schedule contained in Exhibit A unless task orders specifically indicate otherwise.

Consultant shall submit monthly invoices for services as prescribed in each task order. Client shall pay such invoices within 30 days after their receipt. If payment is not made within 30 days, interest on the unpaid balance will accrue at a rate of one (1) percent per month compounded monthly.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of Client. Client shall not direct the work and means for accomplishment of the services and work to be performed hereunder. Client, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof.

VI. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, their directors, officers, and employees from and against claims, damages, losses, and expenses (including reasonable attorneys' fees), arising out of performance of the work, provided that any such claim, damage, loss, or expense is caused by negligent acts or omissions of Consultant, any subconsultant employed directly by Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

VII. INSURANCE

Consultant shall procure and maintain the following insurance policies, each of which shall provide primary coverage with respect to work performed under this Agreement.

1. Comprehensive General Liability Insurance. Insurance including premises/operations, products/completed operations, blanket contractual, and broad-form property damage liability coverages. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence, and \$2,000,000 per year in aggregate.
2. Automobile Bodily Injury and Property Damage Liability. Insurance covering owned (if any), non-owned, rented, and leased cars. The limit shall not be less than \$2,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability. Insurance as prescribed by applicable law, including liability under the Longshoreman's and Harbor Workers' Act and the Jones Act, if applicable. The employer's liability limit shall not be less than \$2,000,000.
4. Professional Liability Insurance. Insurance covering losses resulting from errors or omissions of the Consultant. The limit of liability shall not be less than \$2,000,000 per claim and in the aggregate.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by either Client or Consultant without the prior written consent of the other.

IX. BENEFIT

Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.

X. TERMINATION

Client may terminate this Agreement for its convenience. Consultant shall be compensated for work performed to the date of termination including a reasonable amount for profit and cost to terminate work.

In the event Consultant shall persistently fail to perform services and work hereunder in a manner satisfactory to Client, this Agreement may, at Client's option, be terminated. Consultant shall be compensated for completed and useful work performed to the date of termination.

XI. JURISDICTION AND ATTORNEYS FEES

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute, including arbitration proceedings, shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court or an arbitrator designated under the Construction Industry Arbitration Rules of the American Arbitration Association.

XII. ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed of by mutual agreement, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. No arbitration arising out of or relating to this Agreement shall include any person not a party to this Agreement except by written consent signed by the parties hereto and persons to be joined. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable

time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XIII. LIABILITY LIMITATION PROVISION

Should Consultant or any of its officers, employees, or agents be found to have been negligent in the performing of professional services or work, or to have breached any express or implied warranty, breached any representation or any provision of this Agreement, Client, all persons or entities claiming through Client and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work agree that the maximum aggregate amount of the liability of Consultant, its officers, employees and agents shall be limited to the total amount of the fee paid to Consultant by Client for its work performed with respect to the project, or \$410,394.00, whichever is greater. The Agreement price is predicated on this limitation of liability. Should Client object to this provision, then the Agreement price will be renegotiated by Consultant and Client to account for the increase in Consultant's potential liability. Any objection by Client to this limitation on liability must be conveyed to Consultant before Client's acceptance of this Agreement.

XIV. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

XV. SUBCONTRACTS

Except with prior written approval of Client, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

XVI. OWNERSHIP OF DOCUMENTS

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of Client. Upon Client's request, Consultant shall allow Client to inspect all such documents during Consultant's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by Consultant to Client within ten (10) calendar days. Client agrees to indemnify, defend and hold Consultant harmless from any liability resulting from Client's use of such documents for any purpose other the purpose for which they were intended.

XVII. AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

MARK THOMAS & COMPANY

CITY OF LODI

Signature

Signature

Printed Name

Blair King

Title

City Manager

Date

Date

Attest:

Approved as to form

Randi Johl
City Clerk

Janice D. Magdich
Deputy City Attorney



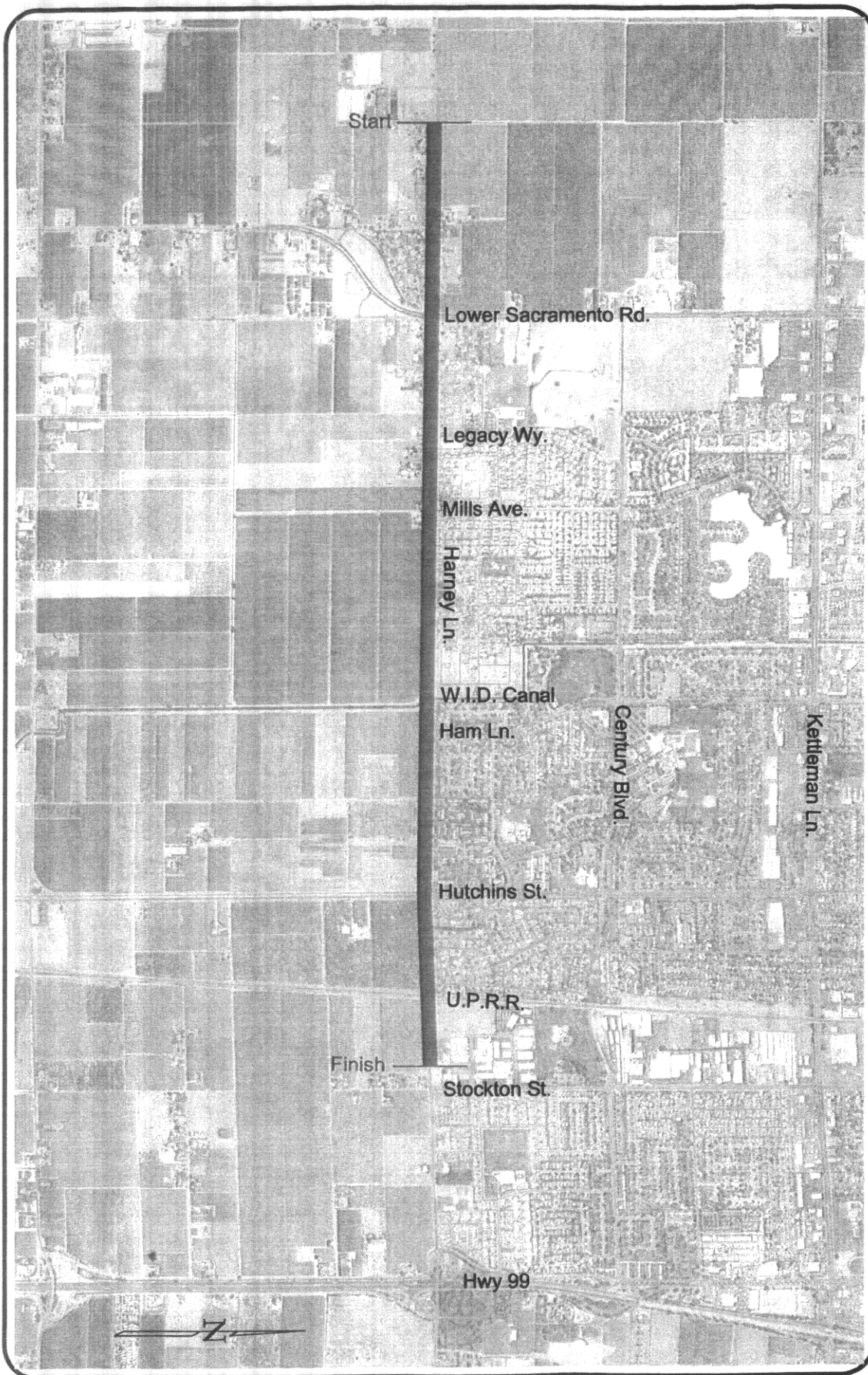
Attachment – Exhibit A



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A - Harney Lane
1/2 Mile West of Lower Sacramento Rd to
540 Feet West of Stockton Street



RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT
AND TASK ORDER NO. 1 FOR THE HARNEY LANE WIDENING
PROJECT, APPROPRIATING FUNDS FOR THE PROJECT,
AND FURTHER AUTHORIZING THE CITY MANAGER TO
EXECUTE A COOPERATIVE AGREEMENT WITH
SAN JOAQUIN COUNCIL OF GOVERNMENTS

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WHEREAS, recently-completed traffic studies for the Westside, Southwest Gateway and Reynolds Ranch annexations identify the requirement to widen Harney Lane to accommodate the increase in traffic as anticipated in the General Plan; and

WHEREAS, City staff has completed preliminary geometric studies and conceptual designs for the widening of Harney Lane from a two-lane urban collector to a four-lane divided arterial, but a consultant is needed to prepare a Specific Plan Report, including an appropriate transition from four lanes at Lower Sacramento Road, west to the General Plan boundary, and the existing two-lane road in the County; and

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received on April 21, 2008, for the Harney Lane Widening Project, described in the Request for Proposals therefore approved by the City Council on February 6, 2008; and

WHEREAS, proposals were received from the following consultants:

Mark Thomas and Company, Inc. (Sacramento, California)
David Evans and Associates (Stockton, California)
McKay & Soms (Pleasanton, California)
HDR (Folsom, California)
Carlson, Barbee & Gibson, Inc. (Lathrop, California)
Jacob Carter Burgess (Sacramento, California)

WHEREAS, the proposals were reviewed and ranked based on the consultant's understanding of the project, experience, team make-up, and the presentation quality of the proposals; and

WHEREAS, staff unanimously selected Mark Thomas and Company, Inc., as the most qualified consultant for the project; and

WHEREAS, under Task Order No. 1, the consultant will provide alternative designs for Harney Lane from ½-mile west of Lower Sacramento Road to Stockton Street based on the traffic volume data, geometrics, and existing right-of-way and will present these alternatives to the City Council. Field surveys will be performed to facilitate preparation of accurate alternatives. The consultant will produce site-specific studies for problem areas, specifically for the right-of-way in the vicinity of the Lower Sacramento Road and Harney Lane intersection. The final work product will be a Specific Plan including a written report and plans to widen Harney Lane for approval by the City Council. These documents will establish policy relative to future right-of-way dedication by new developments and access provisions along the route; and

WHEREAS, staff recommends that the Council authorize the City Manager to execute a cooperative agreement with San Joaquin Council of Governments (COG) for the funding of Task Order No. 1 and the associated staff costs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Master Agreement and Task Order No. 1 of the Harney Lane Widening Project with Mark Thomas and Company, Inc., of Sacramento, California, in the amount of \$410,394; and

BE IT FURTHER RESOLVED that funds in the amount of \$500,000 are appropriated from Measure K for this project; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a cooperative agreement with the San Joaquin Council of Governments for the funding of Task Order No. 1 and the associated staff costs.

Dated: July 2, 2008

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I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 2, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____